

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
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October 14, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23024-K FILED

OCT 31 '02 9-56 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two original copies of Lease Supplement No. 3 (Solvay Polymers Equipment Trust 2000) dated as of September 30, 2002, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Polymers Equipment Trust 2000 documents which were previously filed with the Board under Recordation Number 23024.

The names and addresses of the parties to the enclosed document are:

Owner Trustee	Wilmington Trust Company Rodney Square North 1100 N. Market Street Wilmington, Delaware 199890-0001 Attention: Corporate Trust Administration
Lessee	BP Solvay Polyethylene North America 3333 Richmond Avenue Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

Two hundred ninety eight (298) Center Flow® covered hopper railcars of 6,224 cubic foot capacity, initialed ELTX and numbered 7000 through 7299, inclusive (excluding 7251 and 7265) together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

45213422.3/10201786 (ELTX 7251)

AUSTIN • DALLAS • HONG KONG • HOUSTON • LONDON • LOS ANGELES • MINNEAPOLIS • MUNICH • NEW YORK • SAN ANTONIO • WASHINGTON DC

Mr. Vernon A. Williams
October 14, 2002
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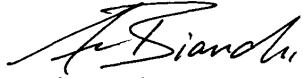
A short summary of the document to appear in the index follows:

This document removes railcar ELTX 7251 from the Equipment Lease Agreement dated as of July 1, 2000, as amended, due to the destruction of railcar ELTX 7251 in a casualty event on December 22, 2001.

Also enclosed is a check in the amount of \$30.00 payable to the order of the U.S. Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nina Marie Bianchi".

Nina Marie Bianchi

NMB/ak
Enclosures

cc: Mr. Jay Olmstead

LEASE SUPPLEMENT NO. 3
(Solvay Polymers Equipment Trust 2000)

RECORDATION NO. 23024-K FILED

OCT 31 '02 9-56 AM

Dated as of September 30, 2002

SURFACE TRANSPORTATION BOARD

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the
Trust Agreement (Solvay Polymers Equipment Trust 2000)
dated as of July 1, 2000, between the Owner Participant and
Wilmington Trust Company in its individual capacity

Lessor

and

BP SOLVAY POLYETHYLENE NORTH AMERICA

Lessee

ELTX 7251

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT
TO 49 U.S.C. SECTION 11301 ON OCTOBER __, 2002, AT _____.M. UNDER
RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA
TRANSPORTATION ACT ON OCTOBER __, 2002, AT _____.M.

LEASE SUPPLEMENT NO. 3
(Solvay Polymers Equipment Trust 2000)

THIS LEASE SUPPLEMENT NO. 3 dated as of September 30, 2002 (this "Lease Supplement"), is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement (Solvay Polymers Equipment Trust 2000) dated as of July 1, 2000, between the Owner Participant and Wilmington Trust Company in its individual capacity ("Owner Trustee"), and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor in interest to Solvay Polymers, Inc. and as lessee ("Lessee").

A. Lessor and Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of July 1, 2000, among Comerica Leasing Corporation, Wilmington Trust Company, in its individual capacity and as Owner Trustee, Lessee and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. An Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee has paid the amount of \$63,152.33 as the Stipulated Loss Value of the Lost Equipment and otherwise fulfilled its SLV Obligations with respect thereto.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;
- (iii) From and after July 30, 2002, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment;

- (iv) Schedule I to Lease Supplement No. 1 dated July 27, 2000, shall be deleted in its entirety and replaced by Schedule II hereto which sets forth the Equipment remaining subject to the Lease following July 30, 2002; and
- (v) Schedule III hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under Lease Supplement No. 1, dated July 27, 2000.

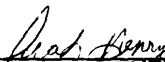
4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

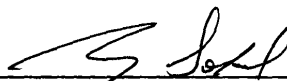
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
Owner Trustee

By: 
Name: TIRA HENRY
Title: Administrative Account Manager

BP SOLVAY POLYETHYLENE NORTH AMERICA

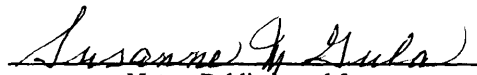
By: 
Name: ROBERT SOKOL
Title: VP FINANCE

Attachments

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

This instrument was acknowledged before me on September 18th 2002, by TIRA HENRY, the Administrative Account Manager of WILMINGTON TRUST COMPANY, a Delaware banking corporation.



Notary Public in and for
the State of Delaware

SUSANNE M. GULA
NOTARY PUBLIC

My Commission Expires Nov. 21, 2003

My Commission Expires:

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

On this 18th day of September, 2002, before me personally appeared TIRA HENRY, to me personally known, being by me duly sworn, says that he is the Administrative Account Manager of WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Corporation"), and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on September 18th 2002, and she acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Delaware

SUSANNE M. GULA
NOTARY PUBLIC

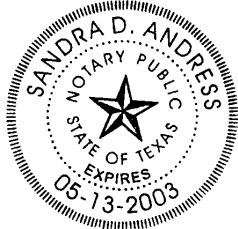
My Commission Expires Nov. 21, 2003

My Commission Expires:

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 30, 2002, by Robert Sokol, the Vice President, Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership.



Sandra D Andres
Notary Public in and for
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of September, 2002, before me personally appeared Robert Sokol, to me personally known, being by me duly sworn, says that he is the Vice President, Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the board of directors on September 30, 2002, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Sandra D Andres
Notary Public in and for
the State of Texas

LOST EQUIPMENT

Description of the Lost Equipment:

One Center Flow® covered hopper railcar of 6,224 cubic foot capacity, initialed ELTX and numbered 7251, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

EQUIPMENT

Description of the Equipment:

Two hundred ninety eight (298) Center Flow® covered hopper railcars of 6,224 cubic foot capacity, initialed ELTX and numbered 7000 through 7299, inclusive (excluding 7251 and 7265), together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.